

FILED IN UNITED STATES DISTRICT
COURT, DISTRICT OF UTAH

AUG 30 2007

BY D. MARK JONES, CLERK
DEPUTY CLERK

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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,
BRANDY LEE ESSARY,
LESLIE SUZANNE ZIMMERMAN,
TANYA LEE ROBERTSON, aka
TANYA SCHARF, aka LORI
PETERSEN, and
JASON TREVOR SCHARF,

Defendants.

SEALED
INDICTMENT

Vio.: 18 U.S.C. § 1341 (Mail Fraud);

18 U.S.C. § 1343 (Wire Fraud);

18 U.S.C. § 1344 (Bank Fraud);

18 U.S.C. § 1028A (Aggravated
Identity Theft);

18 U.S.C. § 1347 (Health Care
Fraud);

18 U.S.C. § 2 (Aiding and Abetting).

Case: 2:07-cr-00567
Assigned To : Benson, Dee
Assign. Date : 08/29/2007
Description: USA v.

DEPUTY CLERK

The Grand Jury charges:

BACKGROUND

At all times relevant to this Indictment:

Defendants

1. Defendant MICHAELE MUREE MEIER, aka MICHAELE MUREE CZAJKA, (hereinafter "MEIER") was a resident of Salt Lake County, Utah.
2. Defendant LESLIE SUZANNE ZIMMERMAN (hereinafter "ZIMMERMAN") was a resident of Salt Lake County, Utah, and MEIER's sister and business associate.
3. Defendant BRANDY LEE ESSARY (hereinafter "ESSARY") was a resident of Salt Lake County, Utah, and a business associate of MEIER and ZIMMERMAN.
4. Defendant TANYA LEE ROBERTSON, aka TANYA SCHARF, aka LORI PETERSEN (hereinafter "ROBERTSON") was a resident of Salt Lake County, Utah, an employee of Small Wonders Development Center.
5. Defendant JASON TREVOR SCHARF, (hereinafter "SCHARF"), was a resident of Salt Lake County, Utah, an employee of Small Wonders Development Center, and ROBERTSON's boyfriend.

Businesses

6. Small Wonders Development Center, Inc., (hereinafter "SMALL WONDERS") located at 5724 West 13400 South, Herriman, Utah was a limited liability corporation that

was registered with Herriman City for the stated purpose of providing day care services to members of the local community. Small Wonders Development Center was owned and operated by MEIER.

7. Teaching Tykes, Inc. was a registered business entity through Utah Department of Commerce. MEIER was listed as the registered agent for Teaching Tykes, Inc.

8. Constructive Playtime was a business registered with the State of Utah, Department of Commerce. MEIER registered this business with the State of Utah and was listed on the "Business Name Registration/DBA Application" as both the agent and owner of Constructive Playtime.

9. Allbex Financial Partners was a private financing firm located in Newport Beach, California, that provided various forms of financing and funding options to clients including equipment equity refinancing and equipment sale leaseback funding.

10. Direct Capital, nka Direct Credit Funding, Inc., was a private financing firm located in Ogden, Utah, that provided various forms of financing and funding options to clients including equipment equity refinancing and equipment sale leaseback funding.

11. Capital Lease Management was a private financing firm located in Woodstock, Georgia, that provided various forms of financing and funding options to clients including equipment equity refinancing and equipment sale leaseback funding.

12. Alliance Funding Group, Inc. was a private financing firm located in

Anaheim, California, that provided various forms of financing and funding options to clients including equipment equity refinancing and equipment sale leaseback funding.

13. Balboa Capital Corp. was a private financing firm located in Irvine, California, that provided various forms of financing and funding options to clients including equipment equity refinancing and equipment sale leaseback funding.

14. CIT Technology Financing Services, Inc. (hereinafter "CIT") was a private financing firm located in Jacksonville, Florida, that provided various forms of financing and funding options to clients including equipment equity refinancing and equipment sale leaseback funding.

15. Great Western Park & Playground, Inc. was a business located in Wellsville, Utah, that sold custom playground equipment.

16. Professional Solutions, Inc. was a business located in Medford, Oregon, that sold childcare management and daycare related software.

17. Capital Concepts dba Computer Concepts (hereinafter "Capital Concepts") was located in Oklahoma City, Oklahoma, and had several facets to its business. Capital Concepts engaged in the following business activities: (1) sell computer equipment and other electronic merchandise, (2) finance the purchase of computer equipment and other electronic merchandise, and (3) lease computer equipment through buy-back programs.

18. ConnectMeVoice is a business that provides a variety of services to its clients,

one of which is the ability to purchase a new telephone number, often a toll-free number, and have that "new" telephone number routed to an existing telephone line.

19. Farmers Insurance Group is a business that provides auto, homeowners, and commercial insurance services to its clients.

20. The Smoot Center is a dental clinic that was located within the Central Division of the District of Utah.

Identity Theft Victim

21. "L.S." was a real person whose true identity is known to the members of the grand jury.

Financial Institutions

22. Mountain America Credit Union was a financial institution as defined by 18 U.S.C. § 20, the accounts of which were then insured by the National Credit Union Association through the National Credit Union Share Insurance Fund.

23. Golden West Credit Union was a financial institution as defined by 18 U.S.C. § 20, the accounts of which were then insured by the National Credit Union Association through the National Credit Union Share Insurance Fund.

24. Wells Fargo Bank was a financial institution as defined by 18 U.S.C. § 20, the accounts of which were then insured by the Federal Deposit Insurance Corporation ("FDIC").

Private Health Care Benefit Programs

25. Some of the individuals whose names and health insurance information were misappropriated by the defendants were beneficiaries of private health insurance entities, including CIGNA Health Care and Delta Dental.

26. Each of the above private health insurance entities was a "health care benefit program" as that term is defined under 18 U.S.C. § 24(b).

**COUNTS 1-2
18 U.S.C. § 1344
Bank Fraud**

27. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

28. From in or about January 6, 2004, and ending in or about August 6, 2004, in the Central Division of the District of Utah,

**MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,**

Defendant herein, did execute and attempt to execute, a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses, representations, and promises, from Wells Fargo Bank, a financial institution as defined by 18 U.S.C. § 20, the accounts of which were then insured by the FDIC.

29. As part of this scheme and artifice, MEIER deposited the following checks into her Wells Fargo Bank account number *****1575:

Count	Date (on or about)	Check No.	Payee	Amount
1	June 22, 2004	11461	MEIER	\$1,997.00
2	Unknown	10860	MEIER	\$1,997.00

The checks noted in the chart above were counterfeit in that the checks did not contain a bank name on the face of the check and the routing number on the check did not relate to any bank. This fraudulent routing number has been used by MEIER on several checks presented by MEIER for deposit or payment. When confronted by Wells Fargo Bank about these fraudulent checks, MEIER told Wells Fargo Bank that the signatory on the check, Francis Czajka, was a former business associate of hers in California and that he sent her the checks as payment. Francis Czajka was and is MEIER's husband.

30. All in violation of 18 U.S.C. § 1344 and punishable by the same.

**COUNTS 3-4
18 U.S.C. § 1341
Mail Fraud**

31. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

The Scheme and Artifice

32. Beginning in or about January 2005, and continuing through in or about March 2005, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

devised and intended to devise a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses, representations, and promises from Alliance Funding Group, Inc.

33. To further this scheme and artifice, in or about February 2005, MEIER went to Great Western Park & Playgrounds, Inc., located at 2598 West 5700 South, Wellsville, Utah, in an effort to acquire various playground equipment in the amount \$19,511.00.

34. As further part of this scheme and artifice, on March 11, 2005, MEIER, representing herself as "L.S.," entered into an equipment finance agreement with Alliance Funding Group, Inc. in an effort to obtain funding to purchase the playground equipment from Great Western Park & Playgrounds, Inc. Pursuant to this agreement and based on the fraudulent representations of MEIER, "L.S." was required to pay Alliance Funding Group, Inc. \$515.58 every month for sixty (60) months and that she, "L.S.," personally guaranteed that such payments would be made.

The Mailing

35. On or about the dates listed below, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendant herein, for the purpose of executing and attempting to execute the scheme and artifice, did knowingly send and cause to be sent, delivered, and moved by the United States Postal Service and by commercial interstate carrier the items listed below.

Count	Date (On or about)	Item Sent in Mail
3	March 11, 2005	Check number 12684 from Alliance Funding Group, Inc., in the amount of \$1,287.73, addressed to Utah State Tax Commission, 210 N 1950 W, SLC, UT 84134-0400.
4	March 11, 2005	Check number 12685 from Alliance Funding Group, Inc., in the amount \$19,511.00, addressed to Great Western Park & Playground, Attn: A/R, 2598 W 5700 S Wellsville, Utah 84339.

36. All in violation of 18 U.S.C. § 1341, and punishable by the same.

COUNT 5
18 U.S.C. § 1028A
Aggravated Identity Theft

37. In or about February 2005, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendant herein, did knowingly possess and use, without lawful authority, a means of identification of another person, to wit, the name of "L.S.," during and in relation to the commission of Mail Fraud, a violation of 18 U.S.C. § 1341, as set forth in Count 3 of this Indictment, which is hereby incorporated by reference as though fully stated herein.

38. All in violation of 18 U.S.C. § 1028A, and punishable by the same.

COUNTS 6-7
18 U.S.C. § 1341
Mail Fraud

39. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

The Scheme and Artifice

40. Beginning in or about April, 2005, and continuing through in or about May, 2005, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

devised and intended to devise a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses, representations, and promises from Alliance Funding Group, Inc.

41. To further this scheme and artifice, on or about April 22, 2005, MEIER, fraudulently representing herself as "L.S.," contacted Professional Solutions, located at 3581 Excel Drive, Medford, Oregon, in an effort to acquire various computer-related software in the amount of \$3,704.43.

42. As further part of this scheme and artifice, on or about April 29, 2005, MEIER, fraudulently representing herself as "L.S.," entered into an equipment finance agreement with Alliance Funding Group, Inc. in an effort to obtain funding to purchase

the computer-related software from Professional Solutions. In addition to MEIER's interest in obtaining financing for Professional Solutions purchase, MEIER informed Alliance Funding Group, Inc. that she was also interested in obtaining financing to facilitate the purchase of various pre-school-related equipment. Specifically, MEIER presented an invoice in the amount of \$11,309.74 listing the following equipment from Teaching Tykes, Inc.:

- 5 CV Flower Pre School Tables (60")
- 1 CV Kidney Shaped Pre School Table (48" x 72")
- 9 CV Clover Shaped Pre School Tables (48")
- 90 Shell Stacking Chairs
- 3 Centurion Magnetic Markerboards (4' x 10')
- 3 Recessed Top Lab Desks
- 1 Educator School Laminator
- 4 Triple Printer Stands
- 1 Laminator Stand

43. As a further part of the scheme and artifice, based on the fraudulent representations of MEIER, Alliance entered into an equipment finance agreement with "L.S." on or about April 29, 2005. Pursuant to that agreement, Alliance Funding Group, Inc. agreed to purchase all of the equipment noted above. In turn, MEIER, fraudulently

representing herself as "L.S.," committed "L.S." to pay Alliance Funding Group, Inc. \$431.44 every month for sixty (60) months, and represented that "L.S." personally guaranteed that such payments would be made. On or about May 20, 2005, MEIER reported to Alliance that she "accepted" the equipment noted in the lease, which rendered all of the obligations in the lease agreement "absolute and irrevocable."

The Mailing

44. On or about the dates listed below, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendant herein, for the purpose of executing and attempting to execute the scheme and artifice, did knowingly send and cause to be sent, delivered, and moved by the United States Postal Service and by commercial interstate carrier the items listed below.

Count	Date (On or about)	Item Sent in Mail
6	May 23, 2005	Check number 13265 by Alliance Funding Group, Inc., in the amount of \$3,704.41, addressed to Professional Solutions, Attn: A/R, 3581 Excel Drive, Medford, OR 97504.
7	May 23, 2005	Check number 13264 from Alliance Funding Group, Inc., in the amount \$11,309.74, addressed to Teaching Tykes, Attn: A/R, 13412 S 2040 W, Riverton, UT 84065.

45. All in violation of 18 U.S.C. § 1341, and punishable by the same.

COUNT 8
18 U.S.C. § 1028A
Aggravated Identity Theft

46. Beginning in or about April, 2005, and continuing through in or about May, 2005, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendant herein, did knowingly possess and use, without lawful authority, a means of identification of another person, to wit, the name of "L.S.," during and in relation to the commission of Mail Fraud, a violation of 18 U.S.C. § 1341, as set forth in Count 6 of this Indictment, which is hereby incorporated by reference as though fully stated herein.

47. All in violation of 18 U.S.C. § 1028A, and punishable by the same.

COUNT 9
18 U.S.C. § 1341
Mail Fraud

48. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

The Scheme and Artifice

49. In or about June, 2005, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka

MICHAELE MUREE CZAJKA,

devised and intended to devise a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses, representations, and promises from Alliance Funding Group, Inc.

50. To further this scheme and artifice, on or about June 17, 2005, MEIER, fraudulently representing herself as "L.S.," contacted Alliance Funding Group, Inc. in an effort to obtain financing to purchase 12 Double Decker Commercial Cribs in the amount of \$6,911.88.

51. As further part of this scheme and artifice, MEIER submitted an invoice from Teaching Tykes, Inc. which listed the equipment to be purchased. On or about June 17, 2005, MEIER, representing herself as "L.S.," entered into an equipment finance agreement with Alliance Funding Group, Inc. in the amount of \$6,911.88.

52. As a further part of the scheme and artifice, MEIER signed the equipment lease using "L.S." name and, pursuant to that agreement, Alliance Funding Group, Inc. agreed to purchase the equipment noted above. In turn, MEIER committed "L.S." to pay Alliance Funding Group, Inc. \$206.75 every month for sixty (60) months.

The Mailing

53. On or about the dates listed below, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendant herein, for the purpose of executing and attempting to execute the scheme and artifice, did knowingly cause to be sent, delivered, and moved by the United States Postal Service the item listed below.

Date (On or about)	Item Sent in Mail
June 22, 2005	Check number 13532 from Alliance Funding Group, Inc., in the amount of \$6,911.88, addressed to Teaching Tykes, Attn: A/R, 13412 S. 2040 W, Riverton, UT 84065.

54. All in violation of 18 U.S.C. § 1341, and punishable by the same.

COUNT 10
18 U.S.C. § 1028A
Aggravated Identity Theft

55. In or about June 2005, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendant herein, did knowingly possess and use, without lawful authority, a means of identification of another person, to wit, the name of "L.S.," during and in relation to the commission of Mail Fraud, a violation of 18 U.S.C. § 1341, as set forth in Count 9 of this Indictment, which is hereby incorporated by reference as though fully stated herein.

56. All in violation of 18 U.S.C. § 1028A, and punishable by the same.

COUNTS 11-13
18 U.S.C. § 1344
Bank Fraud

57. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

58. From on or about July 8, 2005, and ending on or about August 23, 2005, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendant herein, did execute and attempt to execute, a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses, representations, and promises, from Wells Fargo Bank, a financial institution as defined by 18 U.S.C. § 20, the accounts of which were then insured by the FDIC.

59. As part of this scheme and artifice, on July 8, 2005, MEIER filed a report with Sandy Police, case number 05E007267, for theft of her purse. According to the report, MEIER's Wells Fargo Bank checkbook was allegedly in her purse when it was stolen; check numbers 4839, 4848, and 4849 were also allegedly included in that stolen checkbook. Knowing that the checks were not stolen, MEIER presented the following checks for payment of goods and services received:

Count	Date (on or about)	Check No.	Amount	Payee
11	July 27, 2005	4839	\$703.56	Eduitek
12	August 12, 2005	4848	\$1,334.04	ABC Office
13	August 12, 2005	4849	\$599.76	The Cleaning Supply

60. As a further part of this scheme and artifice to defraud, on or about August 23, 2005, MEIER completed an "Affidavit of Check Fraud" with Wells Fargo Bank and claimed that check numbers 4839, 4848, and 4849 were forged, when in truth and fact they were not.

61. All in violation of 18 U.S.C. § 1344 and punishable by the same.

**COUNTS 14-17
18 U.S.C. § 1347
Heath Care Fraud**

62. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

The Scheme and Artifice

63. From in or about the summer of 2005, and continuing through in or about October 2005,

JASON TREVOR SCHARF; and
MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendants herein, knowingly and willfully executed and attempted to execute the scheme and artifice described above, to defraud and to obtain, by means of false and fraudulent pretenses, representations, and promises, money owned by, and under the custody or control of a health care benefits program, and did aid and abet the commission thereof.

64. The purpose of this scheme and artifice was to defraud and obtain money by false and fraudulent representations from CIGNA Health Care, a health care benefit program as defined by 18 U.S.C. § 24(b), in an effort to provide health care, namely wrist surgery, for SCHARF on August 11, 2005.

65. As part of this scheme, on or about August 4, 2005, SCHARF, went to Dr. "L.L.'s" office located at 440 North D. Street, Salt Lake City, Utah, in an effort to obtain wrist surgery. In order to facilitate the process, SCHARF assumed the identity of "F.C." In filling out the relevant paperwork at Dr. "L.L.'s" office, SCHARF filled out the form in "F.C.'s" name and presented "F.C.'s" CIGNA Health Care Insurance card (Policy number ****280), which he had obtained from MEIER.

Money Fraudulently Obtained From Health Care Benefit Program

66. As a further part of this scheme, on October 11, 2005, SCHARF received wrist surgery performed by Dr. "L.L." As a result of this surgery, and related health care needs and treatment, Defendants MEIER and SCHARF caused CIGNA Health Care to

remit the following payments:

Count	Date (on or about)	Check No.	Party Paid	Amount (Approx)
14	August 30, 2005	6630428038	Salt Lake Regional Medical Center	\$1,624.00
15	September 6, 2005	6630577444	Premier Plastic Surgery Group of Utah	\$1,107.46
16	October 11, 2005	6631444566	Premier Plastic Surgery Group of Utah	\$96.27
17	October 18, 2005	6631618155	Premier Plastic Surgery Group of Utah	\$31.27

67. All in violation of 18 U.S.C. §§ 1347 & 2, and punishable by 18 U.S.C. § 1347.

COUNT 18
18 U.S.C. § 1028A
Aggravated Identity Theft

68. On or about August 4, 2005, in the Central Division of the District of Utah,

JASON TREVOR SCHARF, and
MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendants herein, did knowingly possess and use, without lawful authority, a means of identification of another person, namely, the name and CIGNA Health Care policy number of "F.C." (****280), during and in relation to the commission of Health Care Fraud, a violation of 18 U.S.C. § 1347, as set forth in Count 14 of this Indictment, which

is hereby incorporated by reference as if fully stated herein, and did aid and abet the commission thereof.

69. All in violation of 18 U.S.C. §§ 1028A & 2, and punishable by 18 U.S.C. § 1028A.

COUNTS 19-20
18 U.S.C. § 1347
Heath Care Fraud

70. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

The Scheme and Artifice

71. From on or about an unknown date in 2005 and continuing through on or about October 24, 2005,

LESLIE SUZANNE ZIMMERMAN, and
MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendants herein, knowingly and willfully executed and attempted to execute a scheme and artifice to defraud and to obtain, by means of false and fraudulent pretenses, representations, and promises, money owned by, or under the custody or control of a health care benefits program, and did aid and abet the commission thereof.

72. The purpose of this scheme and artifice was to defraud and obtain money by false and fraudulent representations from Delta Dental to pay for dental work performed

by Dr. D.S. at The Smoot Center on August 31 and September 1, 2005.

73. As part of this scheme, MEIER provided her sister ZIMMERMAN with her husband's dental insurance information and so ZIMMERMAN could assume her identity. On August 31, 2005, ZIMMERMAN, went to The Smoot Center located at 6075 South Fashion Boulevard, Suite 120, Salt Lake City, Utah to begin the tooth extraction process. In an effort to obtain these services, ZIMMERMAN, assumed the identity of MEIER.

74. As a further part of this scheme, ZIMMERMAN, using MEIER's personal information, completed the "Smoot Center Patient Information" form. In addition to filling out the basic background information regarding contact information, etc., ZIMMERMAN indicated that she was covered by MEIER's husband's dental insurance and listed his Delta Dental policy number, **** * 5775; MEIER's husband was then insured by Delta Dental.

75. As a further part of this scheme, ZIMMERMAN ultimately obtained the contracted dental work, and made a payment of \$181.50 to The Smoot Center. This payment was made by ZIMMERMAN with a check from MEIER's checkbook, which ultimately was returned as not sufficient funds. In addition, based on the representations discussed above, Defendants caused Delta Dental to pay The Smoot Center \$1,161.00 for services performed.

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Money Fraudulently Obtained From Health Care Benefit Program

76. On or about the dates set forth below, in the Central Division of the District of Utah, ZIMMERMAN and MEIER, as a result of the above described scheme and artifice, caused the following payment of money to be made by Delta Dental to The Smoot Center:

Count	Date (on or about)	<u>Payment</u>
19	September 22, 2005	Payment from Delta Dental to The Smoot Center in the amount of \$58.50
20	October 24, 2005	Payment from Delta Dental to The Smoot Center in the amount of \$1,102.50 for dental care

77. All in violation of 18 U.S.C. §§ 1347 & 2, and punishable by 18 U.S.C. § 1347.

**COUNT 21
18 U.S.C. § 1028A
Aggravated Identity Theft**

78. From on or about August 31, 2005, and continuing through on or about September 1, 2005, in the Central Division of the District of Utah,

**LESLIE SUZANNE ZIMMERMAN, and
MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,**

Defendants herein, did knowingly possess and use, without lawful authority, a means of identification of another person, namely, the name and Delta Dental policy number of

"F.C." (**** ** 5775), during and in relation to the commission of Health Care Fraud, a violation of 18 U.S.C. § 1347, as set forth in Count 1 of this Indictment, which is hereby incorporated by reference as if fully stated herein, and did aid and abet the commission thereof.

79. All in violation of 18 U.S.C. §§ 1028A & 2, and punishable by 18 U.S.C. § 1028A.

COUNTS 22-23
18 U.S.C. § 1344
Bank Fraud

80. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

81. From in or about October 2005, and ending on or about November 5, 2005, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendant herein, did execute and attempt to execute, a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses, representations, and promises, from Golden West Credit Union, a financial institution as defined by 18 U.S.C. § 20, the accounts of which were then insured by the National Credit Union Association through the National Credit Union Share Insurance Fund.

82. As part of this scheme and artifice, on October 27, 2005, MEIER opened up a

new business checking account at Golden West Credit Union in the name of Small Wonders Development, with MEIER as the sole signatory. The account was opened with a deposit totaling \$16,209.00, the bulk of which came from the following fraudulent checks:

Count	Date (on or about)	Amount	Check Number	Fraudulent Nature of Check
22	October 25, 2005	\$8,775.00	241217	This check was allegedly drawn on a People First National Credit Union account, however, the routing number on the check is assigned to Capital One FSB, not People First National Credit Union.
23	October 27, 2005	\$7,047.00	284022	This check is allegedly drawn on a "Teaching Tykes" account, however, the routing number on the check is not assigned to any financial institution.

Both of the above checks were returned as counterfeit.

83. To further the scheme and artifice, on October 28, 2005, MEIER went to a branch of Golden West Credit Union and received fourteen (14) official checks, drawn on the Small Wonders Development account, totaling \$7,400.72, and \$1,000.00 cash. On October 31, 2005, MEIER received two additional official checks from the same GWCU account totaling \$7,897.00. On November 3, 2005, MEIER made another \$5,125.00 deposit and, using uncollected funds, obtained two official checks totaling \$4,500.00.

84. All in violation of 18 U.S.C. § 1344 and punishable by the same.

COUNTS 24-29
18 U.S.C. §§ 1341 & 1343
Mail Fraud & Wire Fraud

85. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

The Scheme and Artifice

86. Beginning in or about November 2005, and continuing through in or about December 2005, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka MICHAELE MUREE CZAJKA,
BRANDY LEE ESSARY,
LESLIE SUZANNE ZIMMERMAN, and
TANYA LEE ROBERTSON, aka TANYA SCHARF, aka LORI PETERSEN,

Defendants herein, devised and intended to devise a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses, representations, and promises from Allbex Financial Partners, Capital Lease Management, Direct Capital Funding, Capital Concepts, Balboa Capital, and CIT.

87. As a part of this scheme and artifice, in November 2005, MEIER, fraudulently representing herself as "L.S.," contacted Allbex Financial Partners in an effort to obtain equipment financing. In turn, Allbex forwarded the information provided by MEIER to Capital Lease Management.

88. As a further part of this scheme, and as part of the application packet

submitted, MEIER listed three alleged trade references. Those references included:

Trade Reference	Account #	Contact	Telephone
Teaching Tykes, Inc.	54877-65147	Brandy Evans	888-770-1455
School Days	528-5569871-01	Leslie Lewis	800-834-8493
ABC Distributors	8014462464	Tanya Morris	888-771-1282

All of the trade references noted above are for business entities controlled by or closely affiliated with MEIER. The telephone numbers listed are telephone numbers purchased by MEIER through ConnectMeVoice, which when called would route the caller to the telephone at SMALL WONDERS, 801-649-4678. The contact listed for each company are pseudonyms for Defendants, namely Brandy Evans was ESSARY, Leslie Lewis was ZIMMERMAN, and Tanya Morris was ROBERTSON. The true first names were listed on the Application so Defendants ESSARY, ZIMMERMAN, and ROBERTSON would know the calls were for them. MEIER had previously instructed ESSARY, ZIMMERMAN, and ROBERTSON to give a positive reference when called in an effort to help facilitate the financing agreement. ESSARY, ZIMMERMAN, and ROBERTSON did as instructed.

89. As a further part of the scheme and artifice, on or about November 9, 2005, and November 14, 2005, MEIER submitted two separate "Equipment Lists" wherein she listed several items for which she sought financing.

90. As a further part of the scheme and artifice, MEIER's financing request was forwarded to Capital Lease Management on November 9, 2005, which then forwarded it to Capital Concepts. On November 11, 2005, Capital Concepts executed two separate agreements whereby Capital Concepts purchased the following equipment from MEIER, who represented herself as "L.S."

\$16,500.74 Bill of Sale

- 14 Durabrand tables
- 130 Durabrand chairs
- 4 Epson movie projectors
- 4 Gateway Workstations
- 1 Gateway Tablet PC
- 3 Apollo projectors
- 1 Sylvania LCD wall mount screen TV.

\$11,481.48 Bill of Sale

- 3 HP Pavillion Desktops
- 1 Dell Inspiron Laptop
- 1 Epson Stylus Pro Wide Format Printer
- 1 Samsung CLP 550 Color Laser [Printer]
- 2 Minolta Magicolor Color Laser [Printer]
- 1 Canon Image Runner [Copier]
- 1 Super Kota 42 Laminator
- 1 RCA 36" Television

91. As a further part of the scheme and artifice, as the new owner of the above equipment, and in lieu of taking possession of such equipment, Capital Concepts contacted Direct Capital to facilitate another ownership transfer and to arrange for an equipment leasing scenario for MEIER.

92. On or about November 22, 2005, MEIER, fraudulently representing herself as

"L.S." entered into a lease agreement with Direct Capital. The equipment ultimately listed in the lease agreement was valued at \$16,500.00 and included:

- 3 HP Pavillion Workstation Computer Systems
- 1 Dell Inspiron Laptop Computer System
- 1 Epson Stylus Pro Wide Format Printer
- 1 Samsung CLP 550 Color Laser Printer
- 2 Minolta Magicolor Color Laser Printer
- 1 Canon Image Runner Copier
- 1 Super Kota 42 Laminator
- 1 RCA 36" Television

As part of this agreement, Direct Capital promised to purchase the equipment listed in the agreement for \$16,500.00. In turn, MEIER, representing herself as "L.S." agreed to pay Direct Capital a deposit of \$903.76, and monthly payments of \$423.90 for sixty (60) months. In addition, MEIER signed a personal guarantee in "L.S.'s" name that same day holding "L.S." personally responsible for all obligations associated with the lease agreement.

93. On or about November 22, 2005, Direct Capital assigned this lease to Balboa Capital. Once the lease was assigned, Balboa Capital sent Capital Concepts \$16,500.00 for the equipment listed in the lease, and paid Direct Capital \$1,443.18 for the lease.

94. As a further part of this scheme and artifice, on November 22, 2005, MEIER, fraudulently representing herself as "L.S.," entered into an equipment financing agreement with CIT. MEIER represented to CIT that she was interested in purchasing and, according to representations made by MEIER to CIT, did purchase the following equipment:

- 14 Durabrand tables,
- 130 Durabrand chairs,
- 4 Epson movie projectors,
- 4 Gateway desktop PCs,
- 1 Gateway Tablet PC,
- 3 Apollo projectors, and
- 1 Sylvania flat screen TV.

The total cost for this equipment, as reported to CIT, was \$22,276.00.

95. As a further part of this scheme and artifice, CIT sent MEIER an equipment-lease agreement for her consideration. This agreement memorialized the standard equipment-lease scenario and the term of the lease was 48 months. MEIER completed and signed the lease agreement in "L.S.'s" name. By signing the contract in "L.S.'s" name, MEIER guaranteed that "L.S." would "make all payments and perform all other obligations under the Lease until completed."

96. As a further part of this scheme and artifice, MEIER submitted an electronic debit agreement whereby she requested that funds be automatically withdrawn from her Mountain America Credit Union account for payment of this lease. Pursuant to the lease agreement, MEIER made an advance payment, which included a documentation fee, of \$1,325.64. Shortly after the execution of the agreement and the receipt of the advance payment, CIT sent Capital Concepts \$22,276.00.

The Wire Communication

97. On or about the dates listed below, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka MICHAELE MUREE CZAJKA,
BRANDY LEE ESSARY,
LESLIE SUZANNE ZIMMERMAN, and
TANYA LEE ROBERTSON, aka TANYA SCHARF, aka LORI PETERSEN,

Defendants herein, for the purpose of executing, and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate commerce, by means of a wire communication, certain signs, signals, and sounds, as identified below, and did aid and abet in the commission thereof.

Count	Date (on or about)	Wire Communication
24	November 22, 2005	Lease Agreement # 384122 faxed from CIT, fax number 800-450-8794, to "L.S." dba Constructive Playtime, fax number 801-606-2913.
25	December 7, 2005	Wire transfer in the amount of \$11,481.48 from Capital Concepts' Coppermark Bank account to MEIER's Mountain America Credit Union bank account.

The Mailing

98. On or about the dates listed below, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka MICHAELE MUREE CZAJKA,
BRANDY LEE ESSARY,
LESLIE SUZANNE ZIMMERMAN, and
TANYA LEE ROBERTSON, aka TANYA SCHARF, aka LOIR PETERSEN,

Defendants herein, for the purpose of executing and attempting to execute the scheme and artifice, did knowingly send and cause to be sent, delivered, and moved by the United States Postal Service and by commercial interstate carrier the items listed below, and did aid and abet in the commission thereof.

Count	Date (On or about)	Item Sent in Mail
26	November 28, 2005	Check number 11122 in the amount of \$1,325.64 addressed to CIT Technology Financing Services 4600 Touchton Rd. East, Bldg. 100 Suite 300, Jacksonville, Florida 32246.
27	November 30, 2005	Check number 1013 in the amount \$16,500.74 addressed to "L.S." dba Constructive Playtime, 5724 West 13400 South, Herriman, Utah 84065.
28	December 2, 2005	Check number 042629 in the amount of \$16,500.00, sent from Balboa Capital Corporation, 2010 Main Street, 11 th Floor, Irvine, CA 92614 to Capital Concepts, Inc., 7501B North Bryant Avenue, Oklahoma [City], OK 73111.
29	December 5, 2005	Check number 042645 in the amount of \$1,443.18, sent from Balboa Capital Corporation, 2010 Main Street, 11 th Floor, Irvine, CA 92614 to Direct Capital Funding, 3629N. 700 W., Suite 200, Ogden, UT 84414.

99. All in violation of 18 U.S.C. §§ 1341, 1343, and 2(a); and punishable by the same.

COUNT 30
18 U.S.C. § 1028A
Aggravated Identity Theft

100. On or about November 22, 2005, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka MICHAELE MUREE CZAJKA,
BRANDY LEE ESSARY,
LESLIE SUZANNE ZIMMERMAN, and
TANYA LEE ROBERTSON, aka TANYA SCHARF, aka LORI PETERSEN,

Defendants herein, did knowingly possess and use, without lawful authority, a means of identification of another person, to wit, the name of "L.S.," during and in relation to the commission of Wire Fraud, a violation of 18 U.S.C. § 1343, as set forth in Count 14 of this Indictment, which is hereby incorporated by reference as though fully stated herein, and did aid and abet in the commission thereof:

101. All in violation of 18 U.S.C. §§ 1028A & 2(a), and punishable by the same.

COUNTS 31-48
18 U.S.C. § 1344
Bank Fraud

102. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

103. From in or about January 2006, and ending in or about February 2006, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,
LESLIE SUZANNE ZIMMERMAN, and
BRANDY LEE ESSARY,

Defendants herein, did execute and attempt to execute, a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses, representations, and

promises, from Mountain America Credit Union, a financial institution as defined by 18 U.S.C. § 20, the accounts of which were then insured by the National Credit Union Association through the National Credit Union Share Insurance Fund.

104. As part of this scheme and artifice, on or about February 1, 2006, MEIER called a meeting of her employees of Small Wonders' Development Center. During this meeting, MEIER informed the employees that she was planning on closing Small Wonders' Development Center via bankruptcy, and opening up a preschool. MEIER indicated that she wanted the continued services of her employees and was going to pre-pay the employees for work they were to perform up through March 1, 2006. MEIER was going to include these pre-paid wages as part of the up-and-coming bankruptcy proceeding.

105. As a further part of the scheme and artifice, MEIER directed ESSARY and ZIMMERMAN to sign Mountain America Credit Union checks, which were then given to the employees. MEIER instructed the employees not to present the checks to any branch office of Mountain America Credit Union, but to take them to Wal-Mart, Check City, or other check cashing stores because, according to her, Mountain America Credit Union would be more likely to cash the checks if that routine was systematically followed. The following checks were negotiated at various Check City locations throughout Utah:

Count	Date	Defendants	Payee	Check No.	Amount
31	February 4, 2006	MEIER and ZIMMERMAN	Deseri Kirk	10367	\$681.25
32	February 4, 2006	MEIER and ZIMMERMAN	Deseri Kirk	10368	\$681.25
33	February 3, 2006	MEIER and ZIMMERMAN	Jessica Jakubisin	10378	\$986.28
34	February 3, 2006	MEIER and ZIMMERMAN	Jessica Jakubisin	10371	\$986.28
35	February 5, 2006	MEIER and ZIMMERMAN	Amelia Gallegos	10345	\$997.42
36	February 5, 2006	MEIER and ZIMMERMAN	Amelia Gallegos	10346	\$997.42
37	February 5, 2006	MEIER and ESSARY	Amelia Gallegos	10392	\$992.41
38	February 5, 2006	MEIER and ESSARY	Amelia Gallegos	10391	\$992.41
39	February 4, 2006	MEIER and ZIMMERMAN	Beverly Mast	10385	\$977.17
40	February 4, 2006	MEIER, ZIMMERMAN, and ESSARY	Brandy Essary	10361	\$998.97
41	February 5, 2006	MEIER and ZIMMERMAN	Angela Sellers	10376	\$942.08
42	February 5, 2006	MEIER and ZIMMERMAN	Angela Sellers	10377	\$942.08
43	February 5, 2006	MEIER and ESSARY	Angela Sellers	10397	\$990.98

44	February 6, 2006	MEIER and ZIMMERMAN	Jeremy Stewart	10348	\$981.17
45	February 5, 2006	MEIER and ESSARY	Charles Caldwell	10338	\$993.87
46	February 3, 2006	MEIER and ZIMMERMAN	Robert Cornett	10384	\$716.29
47	February 3, 2006	MEIER and ZIMMERMAN	Robert Cornett	10387	\$741.87
48	February 3, 2005	MEIER and ZIMMERMAN	Allan Brady	10383	\$726.12

106. All in violation of 18 U.S.C. § 1344 and punishable by the same.

**COUNTS 49-50
18 U.S.C. § 1343
Wire Fraud**

107. Paragraphs 1 through 26 are incorporated by reference as though fully stated herein.

The Scheme and Artifice

108. Beginning in or about an unknown date in 2006, and continuing through in or about May 2006, in the Central Division of the District of Utah,

MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

devised and intended to devise a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses, representations, and promises from Farmers

Insurance Group.

109. To further this scheme and artifice, on or about May 23, 2006, MEIER initiated the process of filing a claim on her home-owners insurance policy, which she held with Farmers Insurance Group when she called the 1-800-Helppoint Farmers' claim line and reported a home burglary. During the claim process, MEIER submitted "documentation" in support of her claim that several items had been stolen. Included in this "documentation" was a fraudulent NOR CAL BOARD SHOP receipt for skis and related equipment. MEIER claimed that a total of approximately \$15,000.00 of equipment was stolen from her home, when in truth such was not so.

The Wire Communication

110. On or about the dates listed below, in the Central Division of the District of Utah,

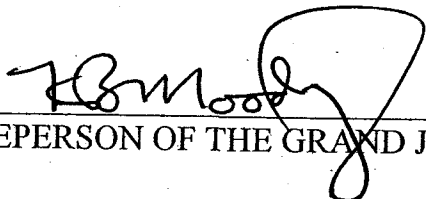
MICHAELE MUREE MEIER, aka
MICHAELE MUREE CZAJKA,

Defendant for the purpose of executing, and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate commerce, by means of a wire communication, certain signs, signals, and sounds, as identified below, and did aid and abet in the commission thereof.

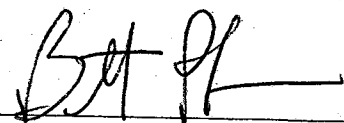
Count	Date (On or about)	Wire Communication
49	May 23, 2006	Telephone call made by MEIER from telephone number 801-647-6810 to Farmers at 1-800-Helppoint at which time MEIER fraudulently reported the insurance claim.
50	July 22, 2006	NORCAL BOARD SHOP receipt faxed to Farmers' claims representative Amanda Sanders

111. All in violation of 18 U.S.C. § 1341, and punishable by the same.

A TRUE BILL:


 FOREPERSON OF THE GRAND JURY

BRETT L. TOLMAN
 UNITED STATES ATTORNEY


 BRETT R. PARKINSON
 Assistant United States Attorney